

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.19  
(ID # 4342)

**MEETING DATE:**

Tuesday, June 20, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA) AND RIVERSIDE UNIVERSITY  
HEALTH CARE SYSTEM (RUHS) :

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA) AND RIVERSIDE UNIVERSITY  
HEALTH CARE SYSTEM (RUHS): First Amendment to Lease; Amended And  
Restated Subordination, Non-Disturbance, And Attornment Agreement, Corona,  
15 Year Lease, District 2, CEQA Exempt [\$0] (Clerk to file Notice of Exemption)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines Section 15061 (b) (3), the common sense exemption;
2. Approve the attached First Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County;
3. Approve the attached Amended and Restated Subordination, Non-Disturbance, and Attornment Agreement and authorize the Chairman of the Board to execute the same on behalf of the County; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the project.

**ACTION: Policy**

Robert Field, Assistant County Executive Officer/EDA

6/5/2017

Zareh Sakafian, Chief Executive Officer - Health System

6/8/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: June 20, 2017  
xc: EDA, RUHS, Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2016/17</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On September 13, 2016, the Board of Supervisors approved minute order 3-12 and the County entered into a 15-year Lease with Corona Medical Arts Plaza, LLC (Lessor) for the design and construction of a new 45,204 square foot integrated Care Clinic facility. On November 8, 2016 the Board of Supervisors approved minute order 3-5 for the County to subordinate its Leasehold Estate in favor of Lessor to facilitate financing the project, however the lender had not fully finalized and secured its lender

Lessor has now fully secured its lender and requires a First Amendment to Lease to direct the lease payments to lenders trustee and to amend and restate the Subordination, Non-Disturbance and Attornment Agreement.

By execution of the First Amendment to Lease and Amended and Restated Subordination, Non Disturbance, and Attornment Agreement, the County agrees to subordinate its Leasehold Estate to the liens in favor of the lender which shall have no effect on prospective rights and obligations of the County or the Lender as set for in the Lease. In addition, in the event the Lender or its successor becomes the Lessor, the County will recognize (attorn) the Lender or its successor as Lessor and the County's rights and obligations shall remain the same (not disturbed) as set forth in the lease for the remainder of the lease term.

**Impact on Citizens and Businesses**

This RUHS Care Clinic will provide an appropriately located facility that will serve the Family Medicine and Primary Health Care needs of all the residents within the region. The RUHS Care Clinic is conveniently located close to public transportation for ease of access.

**Contract History and Price Reasonableness**

The attached First Amendment to Lease and Amended and Restated Subordination, Non-Disturbance and Attornment Agreement supports the original lease and does not require modification of the financial terms of the contract.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

Attachments:

First Amendment to Lease

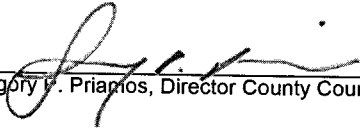
Amended and Restated Subordination, Non-Disturbance, and Attornment Agreement

Notice of Exemption

Aerial Map

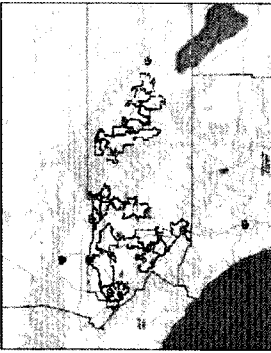
RF:JWW:VC:VY:CC:tg CR042 18.897 13561

MinuteTrak: 4342

  
\_\_\_\_\_  
Gregory V. Priantos, Director County Counsel 6/7/2017

# First Amendment to Lease, Amended, Restated SNDA

RUHS Care Clinic, 2813 S. Main St. Corona



Legend



0 357 715 Feet

715 Feet



REPORT PRINTED ON...5/9/2017 1:41:51 PM

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**Notes**  
APN 113-340-078

**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

## FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (this "**Amendment**") is made and entered into as of June 20, 2017, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("**County**"), and CORONA MEDICAL ARTS PLAZA, LLC, a California limited liability company ("**Lessor**").

### RECITALS:

A. Lessor and County entered into that certain Lease dated effective as of September 13, 2016 (the "**Lease**"), whereby Lessor leased to County and County leased from Lessor certain real property located at 2813 S. Main Street, Corona, California (the "**Premises**").

B. By this Amendment, Lessor and County desire to modify the Lease as provided herein.

C. Unless otherwise defined herein, capitalized terms as used herein shall have the same meanings as given thereto in the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT:

1. Section 17.4.2 of the Lease is hereby deleted and replaced with the following:

#### **17.4.2 Cure by County; Lessor Remedies**

In the event County fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that County shall have thirty (30) days in which to correct its breach or default after written notice thereof has been served on it by Lessor; provided, further, however, that in the event such breach or default is not corrected within thirty (30) days after such notice, Lessor shall provide an additional fifteen (15) days' notice to County that it intends to exercise Lessor's remedies, Lessor may at any time thereafter, and without limiting Lessor in the exercise of any additional rights or remedies:

- (i) Exercise the remedies described in California Civil Code Section 1951.2, including, without limitation, the right to recover the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss for the same period that County proves could be reasonably avoided, as computed pursuant to subdivision (b) of said Section 1951.2; and/or

- (ii) So long as Lessor has not terminated County's right to possession of the Premises, exercise the remedies described in California Civil Code Section 1951.4, including, without limitation, the right to collect, by suit or otherwise, each installment of rent or other sums that become due hereunder, or to enforce, by suit or otherwise, performance or observance of any agreement, covenant or condition hereof on the part of County to be performed or observed; and/or
- (iii) Exercise any other rights or remedies, in law or in equity, available to Lessor, including without limitation, the remedies for unlawful detainer described in California Code of Civil Procedure section 1161.

2. Section 5.3 of the Lease is hereby added as follows:

5.3 Direction of Payment of Rent to Alternate Payee. Upon receipt of a certified letter from Lessor and its lender, Wells Fargo Bank Northwest, National Association, as Trustee for the registered certificate holders from time to time, of the CTL Pass-Through Trust, Series 2016 (Corona, Riverside County) ("Lender") so directing, County will transmit future rent payments via wire transfer as follows:

Name of Bank:	Wells Fargo Bank, N.A.
	420 Montgomery Street
	San Francisco, California 94163
ABA No.:	121-000-248
Account No.:	051-0922115
Attention:	Corporate Trust Department
Reference:	Corona Medical Arts 54127

Lessor and Lender shall be entitled to terminate said redirection of rents upon a subsequent certified letter received by County. County shall have no liability whatsoever for any damage, liabilities, losses or any other consequences that Lessor or Lender may incur as a result of any rent payment so directed.

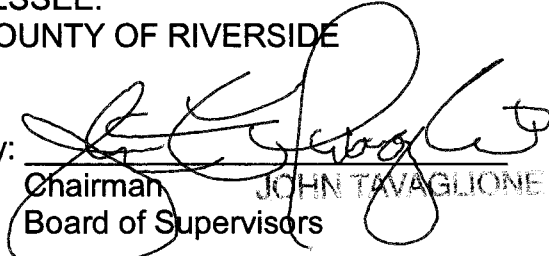
3. **No Further Modification.** Except as set forth in this Amendment, all of the terms and provisions of the Lease shall apply to the Premises and shall remain unmodified and in full force and effect. Effective as of the date hereof, all references to the "**Lease**" shall refer to the Lease as amended by this Amendment.

4. **Counterparts.** This Amendment may be exercised in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

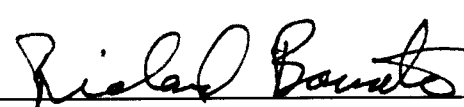
5. **Successors and Assigns.** The Lease, as amended hereby, shall apply to and bind Lessor and County and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

LESSEE:  
COUNTY OF RIVERSIDE

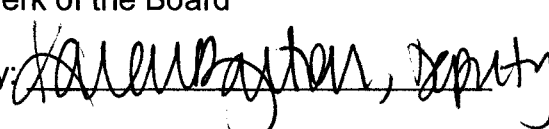
By:   
Chairman JOHN TAVAGLIONE  
Board of Supervisors

LESSOR:  
CORONA MEDICAL ARTS PLAZA, LLC

By:   
Richard Boureston

By:   
Brandon Sudweeks

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Kaley M. Taylor, Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By:   
Deputy County Counsel

CLERK'S COPY

in Riverside County Clerk of the Board, Stop 7010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

RECORDED AT REQUEST OF AND  
WHEN RECORDED RETURN TO:

Greenberg Traurig, LLP

77 West Wacker Drive

Chicago, IL 60601

Attention: David J. LaSota

**AMENDED AND RESTATED  
SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT**

This Amended and Restated Subordination, Non-Disturbance, and Attornment Agreement (“**Agreement**”) is made as of June \_\_\_\_, 2017, among Wells Fargo Bank Northwest, National Association, as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2016 (Corona, Riverside County) (“**Lender**”) having its address for notification at 299 S. Main Street, 5th Floor, Salt Lake City, Utah 84111 and the County of Riverside (“**County**”), by its authorized representative the Assistant County Executive Officer/EDA having its address for notification at 3403 Tenth Street, Suite 400, Riverside, California 92501 and Corona Medical Arts Plaza, LLC, a California limited liability company (“**Lessor**”) having its address for notification at 650 Town Center Drive, Suite #890, Costa Mesa, California 92626.

**Recitals:**

A. Lender has made a loan to Lessor, secured by that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated December 15, 2016, and recorded on December 16, 2016, as Instrument No. 2016-0563288, in the Official Records of the County Recorder of Riverside County, California (together with all amendments, increases, renewals, modifications, consolidations, replacements, substitutions, and extensions, either current or future, referred to hereafter as the “**Mortgage**”) encumbering Lessor’s ownership interest in real property located in Corona, Riverside County, State of California. The legal description of the encumbered real property (the “**Mortgage Premises**”) is set forth in Exhibit A, attached to this Agreement. The Mortgage, together with the note or notes, the loan agreement(s), and other documents executed in connection with it are hereafter collectively referred to as the “**Loan Documents**”.

B. On September 13, 2016, County and Lessor entered into that certain Lease for the property at 2813 South Main Street, Corona, California (the “**Lease**”). The Lease creates a leasehold estate in favor of County for space (the “**Premises**”) located on the Mortgage Premises.

C. In connection with execution of the Mortgage, Lessor also executed and delivered to Lender an Assignment of Leases and Rents dated December 15, 2016, and recorded on December 16, 2016, as Instrument No. 2016-0563289, in the Official Records of the County Recorder of Riverside County, California concerning all rents, issues and profits from the

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2017-7-136417



Mortgage Premises. This document, together with all amendments, renewals, modifications consolidations, replacements, substitutions and extensions, is hereafter referred to as the **“Assignment of Rents.”**

D. Lessor, County and Lender entered into a Subordination, Non-Disturbance and Attornment Agreement dated November 8, 2016, and recorded on December 19, 2016, as Instrument No. 2016-0563700, in the Official Records of the County Recorder of Riverside County, California (**“Original SNDA”**), pursuant to which the Mortgage is a lien and charge upon the Mortgage Premises prior to and superior to the Lease.

Lessor, County and Lender wish to amend and restate the Original SNDA to further confirm the terms of their understanding and agreement concerning the legal effect of the Mortgage and the Lease, in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, County and Lessor, intending to be legally bound, agree and covenant as follows:

1. **Representations and Warranties.** County warrants and represents that the Lease is in full force and effect and that, as of the date of this Agreement and to the best of County’s knowledge, there is no default under the Lease by Lessor or County.

2. **County Subordination.**

2.1. Subject to the provisions of Section 3, the Loan Documents shall constitute a lien or charge on the Mortgage Premises that is prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of County under it; by this Agreement, the Lease, the leasehold estate created by it, together with all rights and privileges of County under it, are subordinated, at all times, to the lien or charge of the Loan Documents in favor of Lender.

2.2. By executing this Agreement, County subordinates the Lease and County’s interest under it to the lien right and security title, and terms of the Loan Documents, and to all advances or payments made, or to be made, under any Loan Document.

3. **Non-disturbance.**

3.1. Lender consents to the Lease.

3.2. Despite County’s subordination under Section 2, County’s peaceful and quiet possession of the Premises shall not be disturbed and County’s rights and privileges under the Lease, including its right to extend the term of the Lease, its right of first refusal to lease the property after expiration of the original term and any extensions thereof, shall not be diminished by Lender’s exercise of its rights or remedies under the Loan Documents, provided that County is not in default under the Lease.

3.3. If (a) Lender shall acquire title to, and possession of, the Mortgage Premises on foreclosure in an action in which Lender shall have been required to name County as a party defendant, and (b) County is not in default under the Lease beyond any applicable cure

or grace periods, has not surrendered, vacated or abandoned the Premises and remains in actual possession of the Premises at the time Lender shall so acquire title to, and possession of, the Mortgage Premises, Lender and County shall enter into a new lease on the same terms and conditions as were contained in the Lease, except that:

(a) The obligations and liabilities of Lender under a new lease shall be subject to the terms and conditions of this Agreement (including the provisions of Sections 5-7);

(b) Lender shall have no obligations or liabilities to County under any such new lease beyond those of Lessor as were contained in the Lease; and

(c) The expiration date of any new lease shall coincide with the original expiration date of the Lease.

3.4. County shall not be named or joined in any foreclosure, trustee's sale, or other proceeding to enforce the Loan Documents unless such joinder shall be legally required to perfect the foreclosure, trustee's sale, or other proceeding.

#### 4. **Attornment.**

4.1. If Lender shall succeed to Lessor's interest in the Mortgage Premises by foreclosure of the Mortgage, by deed in lieu of foreclosure, or in any other manner, County shall be bound to Lender under all the terms, covenants and conditions of the Lease for the balance of its term with the same force and effect, as if Lender were the Lessor under the Lease. County shall be deemed to have full and complete attornment to, and to have established direct privity between County and:

- (a) Lender when in possession of the Mortgage Premises;
- (b) a receiver appointed in any action or proceeding to foreclose the Mortgage;
- (c) any party acquiring title to the Mortgage Premises; or
- (d) any successor to Lessor.

4.2. County's attornment is self-operating, and it shall continue to be effective without execution of any further instrument by any of the parties to this Agreement or the Lease. Lender agrees to give County written notice if Lender has succeeded to the interest of the Lessor under the Lease. The terms of the Lease are incorporated into this Agreement by reference.

4.3. If the interests of Lessor under the Lease are transferred by foreclosure of the Mortgage, deed in lieu of foreclosure, or otherwise, to a party other than Lender (Transferee), in consideration of, and as condition precedent to, County's agreement to attorn to any such Transferee, Transferee shall be deemed to have assumed all terms, covenants, and conditions of the Lease to be observed or performed by Lessor from the date on which the Transferee succeeds to Lessor's interests under the Lease.

5. **Lender as Lessor.** If Lender shall succeed to the interest of Lessor under the Lease, Lender shall be bound to County under all the terms, covenants and conditions of the Lease, and County shall, from the date of Lender's succession to the Lessor's interest under the Lease, have the same remedies against Lender for breach of the Lease that County would have had under the Lease against Lessor; provided, however, that despite anything to the contrary in this Agreement or the Lease, Lender, as successor to the Lessor's interest, shall not be:

- (a) liable for any act or omission of the Lessor;
- (b) subject to any offsets or defenses expressly permitted under the Lease, including abatement rights which County might have had against Lessor;
- (c) bound by any rent or additional rent that County might have paid for more than one month in advance to Lessor;
- (d) bound by an amendment or modification of the Lease; or
- (e) subject to the County's right to assert continuing claims, such as material interference with the County's use and enjoyment of the premises, against the Lender.

6. **Right To Cure.** County agrees that, before County exercises any of its rights or remedies under the Lease, Lender shall have the right, but not the obligation, to cure the default within the same time given Lessor in the Lease to cure the default, plus an additional thirty (30) days or ten (10) days in the case of defaults in the payment of money from Lessor to County. County agrees that the cure period shall be extended by the time necessary for Lender to commence foreclosure proceedings and to obtain possession of the Mortgage Premises, provided that:

- (a) Lender shall notify County of Lender's intent to effect its remedy;
- (b) Lender initiates promptly, and within the additional thirty (30) day cure period described above, legal proceedings to appoint a receiver for the Mortgage Premises or to foreclose on or recover possession of the Mortgage Premises; and
- (c) Lender prosecutes such proceedings and remedies with due diligence and continuity to completion.

7. **Assignment of Rents.** If Lessor defaults in its performance of the terms of the Loan Documents, County agrees to recognize the Assignment of Rents made by Lessor to Lender and shall pay to Lender, as assignee, from the time Lender gives County notice that Lessor is in default under the terms of the Loan Documents, the rents under the Lease, but only those rents that are due or that become due under the terms of the Lease after notice by Lender. Payments of rents to Lender by County under the assignment of rents and Lessor's default shall continue until the first of the following occurs:

- (a) No further rent is due or payable under the Lease;

(b) Lender gives County notice that the Lessor's default under the Loan Documents has been cured and instructs County that the rents shall thereafter be payable to Lessor;

(c) The lien of the Mortgage has been foreclosed and the purchaser at the foreclosure sale (whether Lender or a Transferee) gives County notice of the foreclosure sale. On giving notice, the purchaser shall succeed to Lessor's interests under the Lease, after which time the rents and other benefits due Lessor under the Lease shall be payable to the purchaser as the owner of the Mortgage Premises.

8. **County's Reliance.** When complying with the provisions of Section 7, County shall be entitled to rely on the notices given by Lender under Section 7, and Lessor agrees to release, relieve, and protect County from and against any and all loss, claim, damage, or liability (including reasonable attorney's fees) arising out of County's compliance with such notice.

Lessor acknowledges and agrees that County shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with Section 7 to the same extent as if such rents were paid directly to Lessor. Any dispute between Lender (or Lender's Transferee) and Lessor as to the existence of a default by Lessor under the terms of the Mortgage, the extent or nature of such default, or Lender's right to foreclosure of the Mortgage, shall be dealt with and adjusted solely between Lender (or Transferee) and Lessor, and County shall not be made a party to any such dispute (unless required by law).

9. **Lender's Status.** Nothing in this Agreement shall be construed to be an agreement by Lender to perform any covenant of the Lessor under the Lease unless and until it obtains title to the Mortgage Premises by power of sale, judicial foreclosure, or deed in lieu of foreclosure, or obtains possession of the Mortgage Premises under the terms of the Loan Documents.

10. **Cancellation of Lease.** During such period that the Mortgage encumbers the Mortgage Premises or Lender (or its assignee) holds title to the Mortgage Premises pursuant to or after foreclosure, foreclosure sale, or similar process of possession or disposition pursuant to the Mortgage, County agrees that it will not cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in the Lease.

11. **Special Covenants.** Despite anything in this Agreement or the Lease to the contrary, if Lender acquires title to the Mortgage Premises, County agrees that: Lender shall have the right at any time in connection with the sale or other transfer of the Mortgage Premises to assign the Lease or Lender's rights under it to any person or entity, and that Lender, its officers, directors, shareholders, agents, and employees shall be released from any further liability under the Lease arising after the date of such transfer, provided that the assignee of Lender's interest assumes Lender's obligations under the Lease, in writing, from the date of such transfer.

12. **Transferee's Liability (Non-Recourse).** If a Transferee acquires title to the Mortgage Premises:

(a) County's recourse against Transferee for default under the Lease shall be limited to the Mortgage Premises or any sale, insurance, or condemnation proceeds from the Mortgage Premises;

(b) County shall look exclusively to Transferee's interests described in (a) above for the payment and discharge of any obligations imposed on Transferee under this Agreement or the Lease; and

(i) Transferee, its officers, directors, shareholders, agents, and employees are released and relieved of any personal liability under the Lease;

(ii) County shall look solely to the interests of Transferee set forth in (a) above; and

(iii) County shall not collect or attempt to collect any judgment out of any other assets, or from any general or limited partners or shareholders of Transferee.

13. **Transferee's Performance Obligations.** Subject to the limitations provided in Sections 11 and 12, if a Transferee acquires title to the Mortgage Premises, the Transferee shall perform and recognize all County improvement allowance provisions, all rent-free and rent rebate provisions, and all options and rights of offer, in addition to Lessor's other obligations under the Lease, subject in each case to all terms of the Lease.

14. **Notice.** All notices required by this Agreement shall be given in writing and shall be deemed to have been duly given for all purposes when:

(a) deposited in the United States mail (by registered or certified mail, return receipt requested, postage prepaid); or

(b) deposited with a nationally recognized overnight delivery service such as Federal Express or Airborne.

Each notice must be directed to the party to receive it at its address stated below or at such other address as may be substituted by notice given as provided in this section.

The addresses are:

Wells Fargo Bank Northwest, N.A., as Trustee  
299 S. Main Street, 5th Floor  
MAC: U1228-051  
Salt Lake City, Utah 84111  
Attn: Corporate Trust Services  
Telephone Number: (801) 246-6000

County:

Economic Development Agency  
3403 Tenth Street, Suite 400  
Riverside, CA 92501  
Attention: Deputy Director of Real Estate

If to Company:

650 Town Center Drive, Suite #890  
Costa Mesa, California 92626  
Attention: Brandon Sudweeks and Richard Boureston

Copies of notices sent to the parties' attorneys or other parties are courtesy copies, and failure to provide such copies shall not affect the effectiveness of a notice given hereunder.

**15. Miscellaneous Provisions.**

15.1. This Agreement may not be modified orally; it may be modified only by an agreement in writing signed by the parties or their successors-in-interest. This Agreement shall inure to the benefit of and bind the parties and their successors and assignees.

15.2. The captions contained in this Agreement are for convenience only and in no way limit or alter the terms and conditions of the Agreement.

15.3. This Agreement has been executed under and shall be construed, governed, and enforced, in accordance with the laws of the State of California except to the extent that California law is preempted by the U.S. federal law. The invalidity or unenforceability of one or more provisions of this Agreement does not affect the validity or enforceability of any other provisions.

15.4. This Agreement has been executed in duplicate. Lender, County and Lessor agree that one (1) copy of the Agreement will be recorded.

15.5. This Agreement shall be the entire and only agreement concerning subordination of the Lease and the leasehold estate created by it, together with all rights and privileges of County under it, to the lien or charge of the Loan Documents and shall supersede and cancel, to the extent that it would affect priority between the Lease and the Loan Documents, any previous subordination agreements, including provisions, if any, contained in the Lease that provide for the subordination of the Lease and the leasehold estate created by it to a deed of trust or mortgage. This Agreement supersedes any inconsistent provision of the Lease.

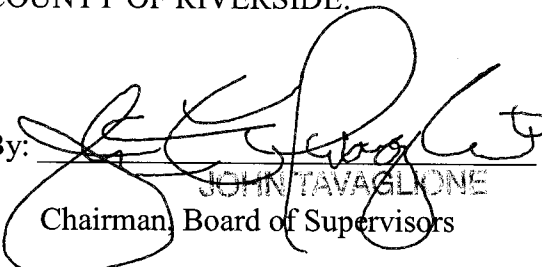
15.6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which copies, taken together, shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the copies and attached to a single copy of this Agreement to physically form one original document, which may be recorded without an attached copy of the Lease.

15.7 If any legal action or proceeding is commenced to interpret or enforce the terms of this Agreement or obligations arising out of it, or to recover damages for the breach of the Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the non-prevailing party or parties all reasonable attorneys' fees, costs, and expenses it has incurred.

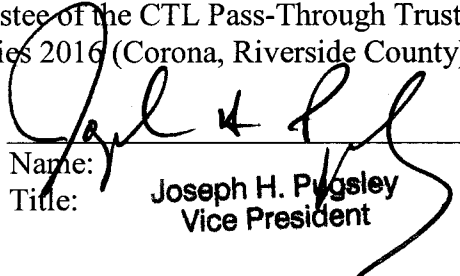
15.8. Work Usage. Unless the context clearly requires otherwise, (a) the plural and singular numbers will each be deemed to include the other; (b) the masculine, feminine, and neuter genders will each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes and "including are not limiting.

Executed on the date first above written.

COUNTY OF RIVERSIDE:

By:   
JOHN TAVAGLIONE  
Chairman, Board of Supervisors

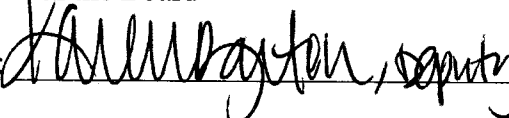
Wells Fargo Bank Northwest, N.A., as  
Trustee of the CTL Pass-Through Trust,  
Series 2016 (Corona, Riverside County)

By:   
Name: Joseph H. Pugsley  
Title: Vice President

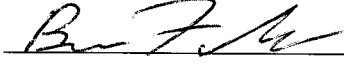
Corona Medical Arts Plaza, LLC, a  
California limited liability company


ATTEST:

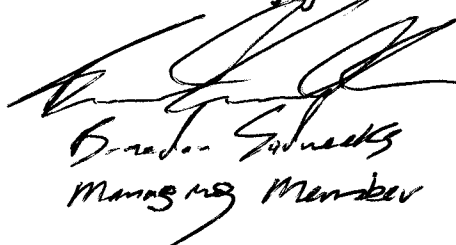
Kecia Harper-Ihem  
Clerk of the Board

By:   
Gregory P. Priamos, County Counsel

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By:   
Deputy County Counsel

By:   
Name: Richard E. Bourston  
Title: Managing Member

  
Brandon Sweeney  
Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document

STATE OF CALIFORNIA )

)SS.

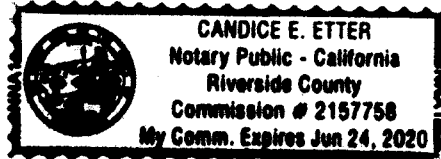
COUNTY OF RIVERSIDE )

On June 7, 2017, ~~2016~~, before me, Candice E. Etter, a Notary Public in and for the State of California, personally appeared Richard E. Boureston, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/het/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Candice E. Etter (Seal)





A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document

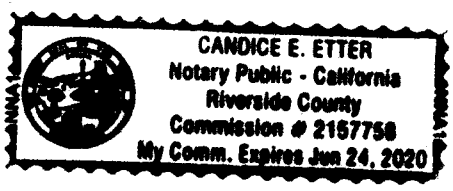
STATE OF CALIFORNIA )  
 )SS.  
COUNTY OF RIVERSIDE )

On June 7, 2017, ~~2016~~, before me, Candice E. Etter, a Notary Public in and for the State of California, personally appeared Brandon Sudweeks, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/het/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

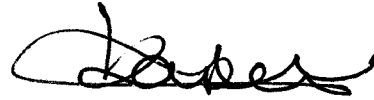
WITNESS my hand and official seal.

Signature Candice E. Etter (Seal)



STATE OF UTAH            )  
  ):ss  
COUNTY OF SALT LAKE )

On July 10, 2017, personally appeared before me Joseph H. Pugsley on who being by me duly sworn did say, for himself, that he the said Joseph H. Pugsley is the Vice President of Wells Fargo Bank Northwest, National Association and that the within and foregoing instrument was signed in behalf of said association by authority of a resolution of its Board of Directors, and said Joseph H. Pugsley duly acknowledged to me that said association executed the same.



\_\_\_\_\_  
Notary Public



[Exhibit A: Legal description of Mortgage Premises]

Real property in the City of Corona, County of Riverside, State of California, described as follows:

PARCEL 1 OF PARCEL MAP 36736, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 241 OF PARCEL MAPS, PAGES 50 THROUGH 53, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 113-340-019-4

**ACKNOWLEDGEMENT AND CONSENT BY INDEMNITOR**

Indeminitor agrees and consents to all the terms of this Omnibus Amendment as of the day and year first above written.

Witnessed By:

INDEMNITOR:

By: \_\_\_\_\_

Stephen P. Hokanson, individually

Print Name: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )SS.

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by Stephen P. Hokanson. He/She is either [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(Notary SEAL)

Notary Signature

My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGEMENT AND CONSENT BY INDEMINITOR**

Indeminator agrees and consents ao all the terms of this Omnibus Amendment as of the day and year first above written.

Witnessed By: ASSURED GUARANTY MUNICIPALE CORP.:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name:

BY: \_\_\_\_\_

Title:

Print Name: \_\_\_\_\_

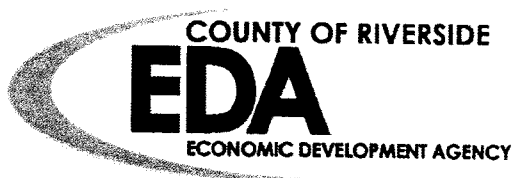
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document

STATE OF )

COUNTY OF )SS.

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ as \_\_\_\_\_ of Assured Guaranty Municiple Corp., a New York Insurance company, on behalf of the company. He/She is either  personally known to me or  has produced \_\_\_\_\_ as identification.



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

6/21/17  
Date

kb  
Initial

NOTICE OF EXEMPTION

May 1, 2017

Project Name: County of Riverside, Economic Development Agency (EDA) Riverside University Health System Public Health Care Clinic First Amendment to Lease and Amended and Restated Subordination, Non Disturbance, and Attornment Agreement, Corona, County of Riverside, California

Project Number: FM0414300006

Project Location: 2813 South Main Street, south of Ontario Avenue, Corona, California; Assessor's Parcel Number (APN) 113-340-078 (See attached exhibit)

Description of Project: The County of Riverside (County) Board of Supervisors approved Minute Order 3-12 on September 13, 2016 and the County entered into a 15 year Lease with Corona Medical Arts Plaza, LLC (Lessor) for the design, build and construction of a new 45,204 square foot integrated Care Clinic facility; and on November 8, 2016 the Board of Supervisors approved Minute Order 3-5 for County to subordinate its Leasehold Estate in favor of Lessor. At the time the Lease was approved the Lessor had not finalized and secured its lender. The Lessor has now fully secured its lender and Lessor wishes to obtain a First Amendment to Lease and Amend and Restate the Subordination, Non-Disturbance and Attornment Agreement (Agreement) to satisfy and secure lender by that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and fixtures filing statement to be recorded in the official records of the County recorder of Riverside County.

As part of the Agreement, the County agrees to subordinate its Leasehold Estate to the liens in favor of the lender which shall have no effect on prospective rights and obligations of the County or the Lender as set for in the Lease. In addition in the event the Lender or its successor becomes the Lessor, the County will recognize (attorn) the Lender or its successor as Lessor and the County's rights and obligations shall remain the same (not disturbed) as set forth in the lease for the remainder of the lease term. The Agreement with the Lessor to alter the terms of the existing 15-year lease is defined as the proposed project under the California Environmental Quality Act (CEQA). The use of the facility will continue to provide professional services and will not result in an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency; Crown Medical Arts Plaza, LLC

Exempt Status: State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

JUN 20 2017 3.19

P.O. Box 1180 - Riverside, California - 92502 - T: 951.955.8718 - F: 951.955.6486 www.rivcoeda.org

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

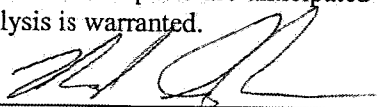
Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

**Reasons Why Project is Exempt:** The discretionary action to alter the terms of the Agreement is exempt from the requirements of CEQA as it would not result in direct impacts to the physical environment or reasonably foreseeable indirect effects. The Agreement itself would have no direct physical effect on the environment as it is limited to contractual changes and procedures and does not include any changes to the existing land use or a physical disruption of the property.

- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The Agreement is limited to revisions in contractual obligations and responsibilities, would involve no physical effects, and will not result in any direct or indirect physical environmental impacts. The use and operation of the planned facility will not change and will not create any new environmental impacts to the surrounding area. As discussed in the previous approval for the lease agreement, future environmental review on the construction of the facility will be conducted by the Lessor once a design is developed and the environmental effects can be adequately analyzed. This will ensure that the appropriate level of analysis is conducted and that mitigation or alternatives be incorporated to minimize the proposed indirect effects of a future development to the greatest extent feasible. As those details cannot be reasonably foreseen, the effects of the proposed action are limited to the proposed Agreement. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: \_\_\_\_\_



Date: \_\_\_\_\_

5/1/17

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER

**Project Name: RUHS Public Health Care Clinic First Amendment and Restated Lease Agreement, Corona**

**Accounting String: 524830-47220-7200400000 - FM0414300006**

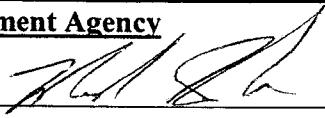
DATE: April 17, 2017

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: 

PRESENTED BY: Cindy Campos, Real Property Agent III, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -





**Date:** April 17, 2017

**To:** Mary Ann Meyer, Office of the County Clerk

**From:** Mike Sullivan, Senior Environmental Planner, Project Management Office

**Subject:** **County of Riverside Economic Development Agency Project # FM0414300006**  
RUHS Public Health Care Clinic First Amendment and Restated Lease Agreement, Corona

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to:**

**Mail Stop #1330**

**Attention: Mike Sullivan, Senior Environmental Planner,**

**Economic Development Agency,**

**3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501**

**If you have any questions, please contact Mike Sullivan at 955-8009.**

Attachment

cc: file

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

[www.rivcoeda.org](http://www.rivcoeda.org)